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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/624,013	07/21/2000	Torben Jespersen	459-467P	4603
2292	7590	01/11/2005	EXAMINER	
BIRCH STEWART KOLASCH & BIRCH PO BOX 747 FALLS CHURCH, VA 22040-0747			MOORTHY, ARAVIND K	
			ART UNIT	PAPER NUMBER
			2131	

DATE MAILED: 01/11/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)
	09/624,013	JESPERSEN ET AL.
	Examiner	Art Unit
	Aravind K Moorthy	2131

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) Responsive to communication(s) filed on 22 July 2004.
- 2a) This action is FINAL. 2b) This action is non-final.
- 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) Claim(s) 1-27 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) Claim(s) _____ is/are allowed.
- 6) Claim(s) 1-27 is/are rejected.
- 7) Claim(s) _____ is/are objected to.
- 8) Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) The specification is objected to by the Examiner.
- 10) The drawing(s) filed on 21 July 2000 is/are: a) accepted or b) objected to by the Examiner.
 Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
 Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
 - a) All b) Some * c) None of:
 1. Certified copies of the priority documents have been received.
 2. Certified copies of the priority documents have been received in Application No. _____.
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)	4) <input type="checkbox"/> Interview Summary (PTO-413)
2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)	Paper No(s)/Mail Date. _____
3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date _____	5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152)
	6) <input type="checkbox"/> Other: _____

DETAILED ACTION

1. Claims 1-27 are pending in the application.
2. Claims 1-27 have been rejected.

Response to Amendment

3. The examiner approves the amendment made to claim 7. The applicant has removed the phrase "such as" from the claim to no longer render the claim indefinite. The examiner withdraws claim rejection 35 USC § 112 (2).

Response to Arguments

4. Applicant's arguments with respect to claims 1-27 have been considered but are moot in view of the new ground(s) of rejection.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

5. **Claims 1-9, 12, 13, 18, 23, 26 and 27 are rejected under 35 U.S.C. 103(a) as being unpatentable over Rowney et al U.S. Patent No. 5,987,140 in view of Oishi U.S. Patent No. 6,298,153 B1.**

As to claim 1, Rowney et al discloses a method for performing a transaction between a legal entity A that has an approval to perform such transaction and a legal entity B over a network [column 10, lines 4-19]. Rowney et al discloses the transaction being initiated by the

legal entity A [column 10, lines 31-58]. Rowney et al discloses the legal entity A, associating the transaction with the verification insignia (i.e. certificate) to verify the approval to the legal entity B [column 11, lines 30-37]. Rowney et al discloses that the verification insignia is a unique transitory insignia provided to the legal entity A by a legal entity C who thereby guarantees that the legal entity A has the approval [column 15, lines 56-64]. Rowney et al discloses providing the unique transitory insignia to the legal entity A by the legal entity C being conditioned by the legal entity A providing to the legal entity C a secret identification code (i.e. password) confirming the identity of the legal entity A to the legal entity C [column 12, lines 26-42]. Rowney et al discloses that the legal entity B validates the unique transitory insignia, and upon positive validation, and only then, accepts the transaction [column 15, lines 56-64]. Rowney et al discloses that the transitory unique insignia is invalidated substantially immediately after the validation [column 10, lines 31-58].

Rowney et al does not teach that the unique transitory insignia is valid for a single transaction and valid only for sufficient time to complete a transaction. Rowney et al does not teach invalidating substantially immediately after the validation of the transitory unique insignia.

Oishi teaches a certificate that is valid for only a single transaction and valid only for sufficient time to complete a transaction [column 18, lines 33-43]. Oishi teaches invalidating substantially immediately after the validation of the certification [column 18, lines 33-43].

Therefore, it would have been obvious to a person having ordinary skill in the art at the time the invention was made to have modified Rowney et al so that the certificate would have only been valid for a single transaction and valid only for sufficient time to complete the

transaction. The certificate would have been invalidated substantially immediately after the validation of the certification.

It would have been obvious to a person having ordinary skill in the art at the time the invention was made to have modified Rowney et al by the teaching of Oishi because it ensures that the certificate is not subject to a replay attack.

As to claim 2, Rowney et al teaches that the validation is guaranteed by the legal entity C [column 15, lines 56-64]. Rowney et al teaches that the legal entity C upon the guaranteeing invalidates the unique transitory insignia [column 10, lines 31-58].

As to claim 3, Rowney et al suggests that a first timestamp (i.e. issue date) is recorded by the legal entity C, the first timestamp comprising the date and time of the provision of the unique transitory insignia to the legal entity A by the legal entity C [column 11, lines 30-37]. The examiner asserts that it is well known in the art that a digital certificate contains the issue date.

As to claim 4, Rowney et al suggests that a second timestamp is recorded by the legal entity A [column 11, lines 30-37]. Rowney et al suggests that the second timestamp comprises the date and time when the legal entity A, to verify the approval to the legal entity B, associates the transaction with a verification insignia [column 18, lines 20-33].

As to claim 5, Rowney et al suggests that the unique transitory insignia comprises the first timestamp [column 11, lines 30-37].

As to claim 6, Rowney et al suggests that the transitory unique insignia is invalidated by the legal entity C substantially immediately after a pre-specified time counted from the time recorded in the timestamp (i.e. validity period) [column 11, lines 30-37]. The examiner asserts

that it is well known in the art that a digital certificate contains a validity period that is counted down from the issue date.

As to claim 7, Rowney et al suggests that the pre-specified time is between 10 millisecond and 5 minutes [column 9, lines 24-32].

As to claim 8, Rowney et al teaches verifying of the correctness of the unique transitory insignia [column 15, lines 56-64].

As to claim 9, Rowney et al teaches that the public network is the Internet [column 9, lines 51-61].

As to claim 12, Rowney et al teaches that the unique transitory insignia has a unique identification number [column 11, lines 30-37]. The examiner asserts that it is well known in the art that digital certificates contain a unique identification number.

As to claim 13, Rowney et al suggests that the unique identification number is associated with a financial agreement between the legal entity A and a trusted partner of the legal entity C [column 11, lines 30-37]. The examiner asserts that it is well known in the art that digital certificates contain a unique identification number.

As to claim 18, Rowney et al teaches that the legal entity C requests a payment by the legal entity B, the request being associated with the unique transitory insignia [column 17 line 37 to column 18 line 11].

As to claim 23, Rowney et al teaches that the unique transitory insignia (i.e. digital certificate) is comprised in a digital code [column 11, lines 30-37].

As to claim 26, Rowney et al teaches that the pre-specified time is between 30 seconds and 4 minutes [column 11, lines 30-37].

As to claim 27, Rowney et al suggests that the pre-specified time is 2 minutes [column 11, lines 30-37].

6. Claims 10, 24 and 25 is rejected under 35 U.S.C. 103(a) as being unpatentable over Rowney et al U.S. Patent No. 5,987,140 and Oishi U.S. Patent No. 6,298,153 B1 as applied to claim 1 above, and further in view of Puhl et al U.S. Patent No. 6,223,291 B1.

As to claim 10, the Rowney-Oishi combination does not teach that the network is adapted to use a wireless application protocol such as the WAP protocol.

Puhl et al teaches a network that is adapted to use a wireless application protocol such as the WAP protocol [column 2, lines 37-43].

Therefore, it would have been obvious to a person having ordinary skill in the art at the time the invention was made to have modified the Rowney-Oishi combination so that the network was implemented using a wireless application protocol such as the WAP protocol.

It would have been obvious to a person having ordinary skill in the art at the time the invention was made to have modified the Rowney-Oishi combination by the teaching of Puhl et al because it allows clients to perform electronic commerce over a wireless network with enhanced security [column 1, lines 35-57].

As to claims 24 and 25, the Rowney-Oishi combination does not teach that the digital code (i.e. certificate) is generated in a cellular phone, by means of a digital device provided by the legal entity C. Rowney et al does not teach that the digital code is encrypted.

Puhl et al teaches that the digital code (i.e. certificate) is generated in a cellular phone, by means of a digital device provided by the legal entity C. Puhl et al teaches that the digital code is encrypted.

Therefore, it would have been obvious to a person having ordinary skill in the art at the time the invention was made to have modified the Rowney-Oishi combination so that the certificate was generated by a cellular phone provided by the third party. The certificates would have been encrypted during sessions.

It would have been obvious to a person having ordinary skill in the art at the time the invention was made to have modified the Rowney-Oishi combination by the teaching of Puhl et al because it allows clients to perform electronic commerce over a wireless network with enhanced security [column 1, lines 35-57].

7. Claim 11 is rejected under 35 U.S.C. 103(a) as being unpatentable over Rowney et al U.S. Patent No. 5,987,140 and Oishi U.S. Patent No. 6,298,153 B1 as applied to claim 1 above, and further in view of Aziz U.S. Patent No. 6,223,291 B1.

As to claim 11, the Rowney-Oishi combination teaches that the verification insignia is provided to the legal entity A by the legal entity C, as discussed above.

The Rowney-Oishi combination does not teach that it is transmitted over the Internet through a secure communication channel protected by the secret identification code.

Aziz teaches a secure communication channel on the Internet protected by the secret identification code (i.e. password) [column 6, lines 4-18].

Therefore, it would have been obvious to a person having ordinary skill in the art at the time the invention was made to have modified the Rowney-Oishi combination so that password would have been used to secure the communication channel on the Internet.

It would have been obvious to a person having ordinary skill in the art at the time the invention was made to have modified the Rowney-Oishi combination by the teaching of Aziz because it protects the connection from being taken over by an attacker [column 1, lines 31-38].

8. Claim 22 is rejected under 35 U.S.C. 103(a) as being unpatentable over Rowney et al U.S. Patent No. 5,987,140 and Oishi U.S. Patent No. 6,298,153 B1 as applied to claim 1 above, and further in view of Haber et al U.S. Patent No. 5,136,646.

As to claim 22, the Rowney-Oishi combination does not teach that the unique identification number is selected from a pool of numbers agreed between the legal entity C and the trusted partners of the legal entity C. The Rowney-Oishi combination does not teach that the number is released after the transitory unique insignia has been invalidated.

Haber et al teaches that the unique identification number (i.e. transaction number) is selected from a pool of numbers agreed between the legal entity C and the trusted partners of the legal entity C [column 4, lines 56-67]. Haber et al teaches that the number is released after the transitory unique insignia has been invalidated [column 6, lines 33-41].

Therefore, it would have been obvious to a person having ordinary skill in the art at the time the invention was made to have modified the Rowney-Oishi combination so that the unique identification on the certificate was the transaction number as taught by Haber et al. After the merchant authenticates the certificate and invalidates it, the receipt with the transaction number would have been released.

It would have been obvious to a person having ordinary skill in the art at the time the invention was made to have modified the Rowney-Oishi combination by the teaching of Haber et al because the receipt provides proof of the transaction [column 3, lines 10-27].

9. Claims 14, 20 and 21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Rowney et al U.S. Patent No. 5,987,140 and Oishi U.S. Patent No. 6,298,153 B1 as applied to claim 1 above, and further in view of Franklin et al U.S. Patent No. 5,883,810.

As to claims 14, 20 and 21, the Rowney-Oishi combination does not teach that the financial agreement comprises the trusted partner of the legal entity C providing the legal partner A with a payment card. The Rowney-Oishi combination does not teach that the unique number is selected in accordance with a unique number of the payment card. The Rowney-Oishi combination does not teach that the unique number is selected in accordance with a unique issuer identification number of the legal entity C or in accordance with a unique identification number of trusted partner(s) of the legal entity C.

Franklin et al teaches that the financial agreement comprises the trusted partner of the legal entity C providing the legal partner A with a payment card (i.e. credit card) [column 4, lines 36-47]. Franklin et al teaches that the unique number is selected in accordance with a unique number of the payment card (i.e. credit card number). Franklin et al teaches that the unique number is selected in accordance with a unique issuer identification number of the legal entity C or in accordance with a unique identification number of trusted partner(s) of the legal entity C [column 4, lines 48-65].

Therefore, it would have been obvious to a person having ordinary skill in the art at the time the invention was made to have modified the Rowney-Oishi combination so that the issuing bank would have issued the credit card and the certificate. The certificate would have contained the credit card number.

It would have been obvious to a person having ordinary skill in the art at the time the invention was made to have modified the Rowney-Oishi combination by the teaching of Franklin et al because it substantially reduces the value of a stolen number since the number is only a proxy number for a single purchase. Stealing the proxy number would not greatly benefit a thief because it cannot be repeatedly used for other purchases or transactions. Another benefit is that the system integrates with existing card verification and settlement protocols. All parties, except the issuing bank, are able to treat the transaction number of the online commerce card in the same manner in which they process a Visa or MasterCard transaction today. No additional processing software is needed at the merchants or settlement participants [column 12, lines 10-20].

10. Claims 15-17 and 19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Rowney et al U.S. Patent No. 5,987,140 and Oishi U.S. Patent No. 6,298,153 B1 as applied to claim 1 above, and further in view of Collin U.S. Patent No. 6,223,291 B1.

As to claims 15-17 and 19, the Rowney-Oishi combination does not teach that the unique identification number comprises at least a first and a second identification component. The Rowney-Oishi combination does not teach that the first identification component identifies the financial agreement and the second identification component identifies the legal entity C. Rowney et al does not teach that the second identification component is assigned to the legal entity C by a registration authority agreed between the legal entity C and a number of trusted partners of the legal entity C. The Rowney-Oishi combination does not teach there is interdependency between the financial agreement and a disbursement account. The Rowney-Oishi combination does not teach that the payment is withdrawn from the disbursement account.

Collin teaches that the unique identification number comprises at least a first and a second identification component. Collin teaches that the first identification component identifies the financial agreement (i.e. debit card number) [column 5, lines 4-11] and the second identification component (i.e. certificate issuer) identifies the legal entity C. Collin teaches that the second identification component is assigned to the legal entity C by a registration authority agreed between the legal entity C and a number of trusted partners of the legal entity C [column 10, lines 14-30]. Collin teaches there is interdependency between the financial agreement and a disbursement account (i.e. your debit account). Collin teaches that the payment is withdrawn from the disbursement account [column 11, lines 34-58].

Therefore, it would have been obvious to a person having ordinary skill in the art at the time the invention was made to have modified the Rowney-Oishi combination so that the third party would assign a debit account with a user and a certificate. The certificate would contain the debit card account number as well as the certificate issuer. Every time the certificate was passed and used for a purchase, funds would be taken out of the corresponding debit account.

It would have been obvious to a person having ordinary skill in the art at the time the invention was made to have modified the Rowney-Oishi combination by the teaching of Collin because give a customer an opportunity to make purchases over the Internet and have funds withdrawn from their debit account securely.

Conclusion

11. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

Art Unit: 2131

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Aravind K Moorthy whose telephone number is 571-272-3793. The examiner can normally be reached on Monday-Friday, 8:00-5:30.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Ayaz R Sheikh can be reached on 571-272-3795. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Aravind K Moorthy
January 6, 2005

E. Moise
EMMANUEL L. MOISE
PRIMARY EXAMINER